

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- 1. *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- 2. *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **ten (10) days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

Pricing Information Addendum

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>10.15%</b> APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>10.15%</b> APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>10.15%</b> APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	You will receive your statement at least 21 days prior to the Payment Due Date. — We will not charge you any interest on purchases if you pay your entire balance by the next billing cycle date each month. — We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

Fees	
Annual Fee	None.
Transaction Fees — Balance Transfer — Foreign Transaction — Cash Advance	— None. — <b>2%</b> of the U.S. dollar amount of each purchase made in a foreign currency. — <b>\$3 or 3%</b> of the amount of each cash advance, whichever is greater (maximum \$100).
Penalty Fees — Late Payment — Overlimit — Returned Payment	— <b>\$29</b> late payment fee for any payment past due 10 days or more. — None. — None.

**How we calculate your balance:** We use a method called “average daily balance method (including current transactions).” See our Disclosure and Agreement for more details.

**Billing rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in our Disclosure and Agreement.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address shown on the first page of your statement following the words “Send Inquiries and Correspondence to:”. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**Important: Please read this folder and retain it for your records.**

THE HERITAGE BANK  
MASTERCARD®/VISA® CREDIT CARD  
DISCLOSURE AND AGREEMENT

This document is your Truth in Lending Disclosure and Credit Card Agreement with First-Citizens Bank & Trust Company. First-Citizens Bank & Trust Company, is an affiliate of The Heritage Bank. Please read it carefully and keep it for your records. It supersedes all prior agreements and disclosure statements relating to your Account. You do not have to sign this Agreement. Your agreement to all of the following provisions will be shown by your application for a credit card account, your acceptance of the Card, or your use of a Card to access your Account, whichever comes first. This Agreement also applies to any loans obtained under your Account where funds are advanced by use of a Card, a Convenience Check, or at an ATM.

- 1. **Definitions:** In this Disclosure and Agreement the following definitions for the underlined words apply:
  - Account means your credit card account established under this Agreement.
  - Agreement means this Credit Card Agreement and Truth in Lending Disclosure, including the Pricing Information Disclosure, which is hereby incorporated as part of the Agreement.
  - APR means **Annual Percentage Rate**. Your Interest Charge is based on the APR.
  - ATM means automated teller machine.
  - Authorized User means an individual to whom you have asked us to issue a Card on your Account.
  - Bank, we, us and our refer to First-Citizens Bank & Trust Company.
  - Billing Cycle means a period of time that is approximately 30 days in length. Each Billing Cycle ends on the Statement Closing Date provided on your Billing Statement.
  - Billing Statement (or Statement) means a document we provide to you showing Account information including, among other things, your Credit Limit and Available Credit, Account Activity during a Billing Cycle, New Balance, Minimum Payment Due and Payment Due Date.
  - Card means either one or more MasterCard®/Visa® credit cards or any other access device such as a debit or ATM card, used to access your Account.
  - Convenience Check (or Check) means any one or more checks we may send you to access your Account.
  - Daily Periodic Rate means the APR divided by the number of days in the year (365 days, or 366 days in the case of a leap year).
  - Finance Charge is the cost of credit as a dollar amount. It includes the Interest Charge plus disclosed Transaction Fees.
  - Interest Charge is the periodic rate charge based on the applicable APR. It is a component of the Finance Charge and is defined in more detail in Section 6. Your Total Interest is a summary of the Interest Charges for each balance and associated APR.
  - Merchant means a business displaying the MasterCard or Interbank/Visa sign and accepting your Card for the purchase of goods and services.
  - Minimum Payment Due and Payment Due Date mean the amount you must pay, and the date by which you must pay it, to avoid a Late Payment Fee. See Section 11 for details.
  - New Balance (or “Balance”) means your outstanding balance for the current month as of the Statement Closing Date.
  - Penalty Pricing means an increase in your APR due to one or more delinquencies in payment.
  - Transaction Fees are components of your Finance Charge and include Foreign Currency Conversion Fees and Cash Advance Fees.
  - You, your and yours refer to each or all cardholders on the Account as well as anyone a cardholder permits to use the Card.
- 2. **Credit Limit:** We will provide you notice of your credit limit when we send you your Card, and it will also be listed on each Billing Statement we send you. At our discretion, we may change your limit at any time as permitted by law and after providing you with appropriate notice as required. We do not automatically increase your credit limit if you make a payment that results in your Account having a credit balance. You may request a change to your credit limit by contacting the Bank at the toll free number listed on the back of your Card and on your Statement. We do not have to pay any Convenience Check or honor any cash advance or purchase with your Card that puts your Account balance over your credit limit. You agree not to exceed your credit limit, but if you do, and we pay or accept any Checks, advances or purchases that put your unpaid Account balance over your credit limit, you promise to pay these amounts without our notice or demand.
- 3. **Additional Cards and Convenience Checks:** You may request additional Cards on your Account for yourself or for one or more Authorized Users by contacting the Bank at the toll free number listed on the back of your Card and on your Statement. You are responsible for your Authorized User’s use of the Card. If you want to remove an Authorized User from the Account your must

contact us at the number provided on your Statement and destroy all Cards in his or her possession. Authorized Users may remove themselves from the Account upon request. From time to time, we may provide you with Convenience Checks to access your Account that you can use like any other personal checks except they cannot be used to make payments to us under this Account or, without our written consent, to pay any other amount you owe us. Purchases made via Convenience Checks are treated as cash advances for the purpose of calculating Interest Charges.

- 4. **Card Use:** You or an Authorized User on your Account must sign your Card in order to use it. You may use your Card to buy goods and services from Merchants or to borrow cash from us at one of our branches or at other banks where the Card is honored up to the credit limit we establish for you. You must follow any and all reasonable and proper procedures required by us or the other bank or Merchant honoring the Card.
- 5. **Transaction Limitations/Suspensions:** There is no minimum dollar amount for Card purchases; however, there is a \$50 minimum on cash advances. At our discretion, we may limit the number of transactions that may be approved in any one day. If we detect unusual or suspicious activity on your Account, we may temporarily suspend your credit privileges until we can verify the activity. We are not responsible if a transaction on your Account is not approved, either by us or by a third party, even if you have sufficient credit available. We may, in our discretion, approve transactions that cause your balance to exceed your credit limit without waiving any of our rights under this Agreement.
- 6. **Finance Charges:** The total Finance Charge imposed on your Account each Billing Cycle is the sum of the Interest Charges plus all Transaction Fees imposed during that Billing Cycle.
  - (a) Interest Charges
    - Interest Charges on Goods and Services Purchased by Card: We will impose no Interest Charge to your Account if we credit you for payment of the entire New Balance shown on your Statement by the Payment Due Date. If your payment is not credited to your Account by the Payment Due Date (see Section 11), or you do not pay your New Balance in full, we will impose an Interest Charge on the average daily balance outstanding on your Account for the number of days in your Billing Cycle.
    - Interest Charges on Cash Advances and Balance Transfers: We will impose an Interest Charge for your cash advances (whether they are obtained by Check or Card), including any balances you transfer, from the date of the cash advance or the date the balance transfer posts.
    - Calculation of Average Daily Balance(s): We use the average daily balance method (including current transactions) for calculating your average daily balance(s). We will determine an average daily balance for (1) each of your purchase balances, and (2) each of your cash advance (including balance transfers) balances. To get the daily balance for your purchase and cash advance (including balance transfer) amounts, we take the beginning balance of your Account each day, add any new purchase, cash advance and balance transfer amounts, as applicable, add any new charges and fees, subtract any applicable portions of payments and credits, and add applicable unpaid Interest Charges from the application of the daily periodic rate to each day’s ending balance.
    - Calculation of Your Interest Charge: Your Interest Charge for the period is based on the applicable Annual Percentage Rate (APR) associated with each balance. We disclose the currently effective APR in our Pricing Information Disclosure, which is part of this Agreement and is included with our letter to you advising you that your Account has been approved. Portions of your Balance, however, may be subject to prior APRs. We calculate Interest Charges separately for your purchase and cash advance (including balance transfer) balances under each applicable APR. We list each balance and the applicable interest rate in the Interest Charge Calculation section of your Statement. We compute each Interest Charge by:
      - (1) calculating the daily periodic rate,
      - (2) multiplying the average daily balance for each balance by the applicable daily periodic rate (which is based on the APR applied to that balance),
      - (3) multiplying each of the products in (2) by the number of days in the Billing Cycle, and
      - (4) adding together all the products obtained in (3) to obtain your Total Interest for the period.
  - (b) Transaction Fees: You will pay additional Finance Charges, called “Transaction Fees,” if incurred. A description of these fees is included below; however, the actual fee for these transactions is listed in our Pricing Information Disclosure at the end of this Agreement. In the first Billing Cycle in which a Transaction Fee is posted, the Transaction Fee may cause the APR shown on your Statement for that Billing Cycle to exceed the nominal APR.
    - Foreign Transaction (Foreign Currency Conversion) Fee: MasterCard International, Inc. or Visa International, as applicable, will convert any charges you incur in currency other than U.S. dollars into a U.S. dollar amount under the currency conversion procedures set forth in their respective Operating Regulations in effect at the time the transaction is processed. The non-U.S.



dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion or exchange rate. The currency conversion rate is either (1) a government-mandated rate in effect for the applicable processing date; or, (2) for MasterCard, a wholesale rate provided to MasterCard for the applicable processing date; or, (3) for Visa, a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives. The currency conversion rate is determined as of the date the transaction is processed and may differ from the rate in effect on the date the transaction occurred or posted to your account. Both MasterCard and Visa charge us, as the processing bank, a percentage of the transaction amount. The fee we charge you for foreign currency conversions is contained in our Pricing Information Disclosure at the end of this Agreement.

- **Cash Advance Fee.** We charge you a fee for cash advances you make. For purposes of the imposition of Cash Advance Fees, the term “cash advance” means a cash advance loan made to you or on your behalf through the use of a Card, but does not include purchases, the use of Checks, or balance transfers to your Account from credit card accounts you maintained at other financial institutions. See your Pricing Information Disclosure at the end of this Agreement for the amount of the fee.
- **Balance Transfer Fee.** We do not charge a Balance Transfer Fee.

- (c) **Compounding of Finance Charges and Unpaid Finance Charges:** Finance Charges compound daily. We will consolidate unpaid Finance Charges and other unpaid charges into your Account balance daily. In this way, unpaid Finance Charges and other unpaid charges from the previous day will be subject to and included in the calculation of the new Finance Charge.
- (d) **Penalty Pricing:** We will not increase your APR if your Account becomes delinquent; however, if your Account was already in Penalty Pricing prior to August 21, 2009, it will remain so until the Account is in non-delinquent status for three consecutive Billing Cycles, at which time the Penalty Pricing will be removed and the Account will revert to standard pricing.
7. **Rates:** Your APR and Daily Periodic Rate are based on the highest prime rate as published in the Money Rates table of *The Wall Street Journal* on the last business day of the month (the “Prime Rate”). Your APR and Daily Periodic Rate are subject to increase (or decrease) monthly if the Prime Rate increases or decreases. Your APR will be equal to the Prime Rate as published on the last business day of the preceding calendar month, plus a 6.9% margin. The APR will never increase above the maximum rate allowed by applicable law. An increase in the Prime Rate, which causes the APR to increase, will result in an increase in the amount of the Finance Charge. This may cause an increase in the Minimum Payment Due or cause a smaller amount of your payment of the Minimum Payment Due to be applied to principal.
8. **Fees:** Annual Fees, if any, Transaction Fees (e.g., Balance Transfer Fees, Cash Advance Fees, Foreign Currency Conversion Fees), and Penalty Fees (e.g., any Late Payment Fee, Overlimit Fee, or Returned Payment Fee) are disclosed in our Pricing Information Disclosure at the end of this Agreement. You also agree to pay the following one-time fees if incurred:
- (a) **Expedited Card Fee** (for requests of expedited delivery of Cards): \$25
- (b) **Document Fee** (for duplicate copies of Statements and copies of charge slips or other documents not requested in connection with a billing error): \$5 per Statement or item
- (c) **Expedited Delivery of Payment Fees** (for rush payments):
- Automated Clearing House (“ACH”) payment transfers that you initiate through a Bank customer service representative whom you contact by using the 800 telephone number listed on your Statement: \$5
  - Payment transfers you make from one of your Bank checking or savings accounts with the assistance of a Bank Customer Contact Center representative: \$2
9. **Changes to Rates, Fees and Terms:** We may add, delete or change any term of this Agreement at any time unless the law prohibits us from doing so. We can increase your Interest Charge for new transactions and your Fees one year after your Account has been opened. We will send notice of any changes to you at the address you have given us as required by law.
- (a) If we increase your fees, we will inform you of your options in advance, including any right you may have to opt out of some of these changes. If you do opt out, we will close your line of credit to new purchases and cash advances, and we will not permit you to transfer balances to your Account from another credit card account. However, if you have failed to make the required Minimum Payment Due within 60 days after the Payment Due Date for that payment, you agree that any new or changed fee(s) shall apply both to existing balances and new transactions.
- (b) Your variable APR can go up or down monthly as the index for the rate goes up or down. If we increase your Interest Charge for any other reason, we will notify you in writing; however, we will not apply any such increase to the existing balance in your Account.

- (c) If the Bank has temporarily reduced your APR in connection with a hardship arrangement, we will notify you in writing when the arrangement ends and the temporary APR reverts to your prior APR. The prior APR will then apply to your outstanding balance as well as to any new transactions.
- (d) If you are a service member on special APR, we will notify you in writing, in accordance with federal regulations, when your APR reverts to your prior APR. The prior APR will apply to your outstanding balance as well as to any new transactions.
10. **Billing Statement and Notification of Billing Error:** We will send you a periodic Billing Statement every month. It is your responsibility to review the Statement and notify us promptly of any charge or item you believe to be in error or subject to dispute. If you do not notify us of any disputed items within sixty (60) days after the date we send you the Statement on which the error first appears, the item(s) will be conclusively deemed as correct to the extent permitted by law. You will not receive any cancelled Checks with your Statements; however, you may obtain a photocopy of an electronic image of any Check we have in our records that you request. You may be required to pay a Document Fee for such copies. (See Section 8 for fee.)
11. **Payments and Late Payment Fee:** You can pay off your Account balance in full each month or you can pay in monthly installments.
- (a) **Crediting Your Payment:** Payments must be made to us in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments through the mail. We will credit your payment to your Account on the date we “receive it” as follows:
- If you make your payment *in person* at one of our branches on a Bank business day (any day except Saturday, Sunday or a bank holiday), we will credit your payment on that day if we receive your payment prior to branch closing and you provide your payment coupon with your payment. Otherwise, crediting of your payment will be delayed.
  - If you make your payment *by mail*, we must receive it at the specific address we publish on your Billing Statement. Your payment coupon must be included with the payment. Otherwise, our receipt and crediting of your payment will be delayed.
  - If you make your payment *at one of our ATMs* on a Bank business day, we will credit your payment on that day if you make the payment prior to the ATM cutoff time for that ATM and you include your payment coupon.
  - If you make your payment *via an electronic transfer* (ACH transfer, bill pay, transfer from another account, etc.), we will credit your payment on the day that it posts to your Account.
  - If our crediting of your payment is delayed because your payment is mailed to the wrong address, does not meet our branch or ATM cutoff time, or does not include your payment coupon (when applicable), we will generally credit your payment to your Account the next Bank business day, but no later than 5 days after we receive it.
- (b) **Minimum Payment Due:** Your Minimum Payment Due is listed on your Statement and equals the lesser of:
- the amount of your New Balance, or
  - the greater of:
    - \$30, or
    - 3% of the amount you owe, or
    - the sum of Finance Charges accrued since the last Billing Cycle (including Interest Charges and Transaction Fees), plus any Penalty Fees, Annual Fees (if applicable), and one-time fees that have been posted to your Account, plus 1% of the amount you owe.
- Making only the Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance.
- (c) **Late Payment Fee:** If payment of the Minimum Payment Due amount on your Account is not credited to your Account by Payment Due Date, we will charge you a Late Payment Fee unless your Minimum Payment Due is less than \$30, in which case we will not assess a late Payment Fee. (See our Pricing Information Disclosure at the end of this Agreement for a description of the fee.)
- (d) **Prepaid Status:** If you pay more than the Minimum Payment Due during any particular Billing Cycle, you still must pay the Minimum Payment Due in subsequent Billing Cycles unless we notify you that you are in “prepaid status.” Your Account can achieve “prepaid status” if you pay at least twice the amount of the Minimum Payment Due but less than the New Balance, whichever is less. Your Account can be in prepaid status without a payment being required for a maximum of three consecutive months. If your Account is in prepaid status and you continue to make payments, the prepaid status will remain in effect until the prepaid amount is equal to or less than the Minimum Payment Due. Your Account cannot be in prepaid status if your Account is in an adverse condition (delinquent, overlimit, etc.) or if the entire Balance is due. If you pay the New Balance in full or make a payment that is greater than the balance, your Account cannot be in a prepaid status and any existing prepaid status that may exist is cancelled.
- (e) **Application of Payments:** We apply your Minimum Payment Due amount to your lower APR balances before higher ones. We apply any portion of your payment in excess of your Minimum Payment Due to higher APR balances before lower ones.

- (f) **Skip Payments:** We may allow you to skip a payment during certain Billing Cycles (a “payment holiday”). If you accept a payment holiday, we will continue to apply Interest Charges but will not impose a Late Payment Fee. All credit terms and provisions contained in this Agreement (including Minimum Payment Due and any applicable Late Payment Fee) will apply for the Billing Cycle following a payment holiday.
12. **Credit Obtained by Checks:** To obtain credit by using Convenience Checks, you must use the Checks we provide to you that are imprinted with your name and Account number. You are liable and responsible for all Checks written against your Account if they are signed by anyone whom you authorized to do so. We are not liable or responsible for paying postdated Checks. We are also not liable or responsible if, due to our paying a postdated Check or other Check you have asked us not to pay, other Checks are dishonored or returned unpaid. We are not liable or responsible for dishonoring and returning a Check unpaid if (1) payment of the Check would cause you to exceed your available line of credit, (2) because you are then in default under, or in breach of the terms of this Agreement, or (3) because your privileges under this Agreement have been revoked. If, however, we pay any Check in our discretion that we could have properly dishonored or returned unpaid for any reason (including the above reasons), then you, nevertheless, agree to pay the amount of the Check. Payment of a Check shall not constitute our waiver of amounts due and unpaid at that time.
13. **Ownership of Checks and Cards:** Cards are issued by, and are the property of, First-Citizens Bank & Trust Company. Cards and related Convenience Checks remain our property at all times and may be repossessed by us at any time. We may refuse to issue or reissue you a Card or Checks, revoke your Card or limit Card use, and/or revoke your privileges relating to the use of Checks, without your knowledge and without notice to you. If we revoke your Card or withdraw your privilege to use any Checks, and you become aware of such revocation/withdrawal, you must surrender to us or our agent the Card, the Checks, and any other cards or devices that may be used to access the Account. You must not use any expired, revoked or otherwise invalid Card or Checks to obtain, or attempt to obtain, credit. You must not use the Card, Checks and/or the Account for any illegal transactions.
14. **Responsibility for Charges to Your Account:** We may charge your Account for any transaction authorized either by you or by any Authorized User. Valid authorization for a transaction may be given (1) in writing (e.g., by signing a sales slip or cash advance slip), (2) verbally (e.g., by telephone), or (3) electronically (e.g., over the Internet). If you or any Authorized User gives your Account number to any third party who uses that information to initiate a charge against your Account, we will consider the transaction authorized by you.
15. **Refusal to Honor Card or Checks; Adjustments:** We are not responsible if a Merchant refuses to honor your Card or Checks. If your Account requires an adjustment for goods or services purchased (a return), we will make the adjustment only to your Account and only upon our receipt of a properly executed credit slip. You agree not to accept any cash refunds with respect to any adjustments for goods or services purchased.
16. **Default:**
- (a) **Each of the following constitutes an event of default:**
- Your failure to make any payment when due and payable.
  - Your failure to comply with any provision of this Agreement or any other agreement relating to other cards or devices that access your Account.
  - Your death or insolvency, or your making an assignment for the benefit of creditors.
  - The filing of a petition or commencement of any other proceeding under any bankruptcy, insolvency or receivership law by or against you.
  - Issuance of any writ, order or notice of attachment, levy or garnishment against you or any of your property, assets or income.
  - The occurrence of an event that gives us reason to believe that your ability to pay us on time has been impaired, or that you may use your Card or Checks improperly.
- (b) **Our rights in the event of default:** We may, at our option and after giving you all legally required notices and rights to cure, declare all amounts you owe us immediately due and payable with interest at the rate provided in this Agreement. If this occurs, you agree to pay us, to the extent permitted by applicable law, all costs of collection, including, without limitation, reasonable attorneys’ fees and expenses. Any such attorneys’ fees will be added to the unpaid Balance on your Account and interest will be charged on this amount at the rate provided in this Agreement. We also have the right to cancel the Agreement and take immediate possession of all Cards and Checks.
17. **Investigating Your Credit; Reporting Your Credit History:** You authorize us, at any time we feel appropriate, to obtain or conduct whatever credit investigation we feel is needed to evaluate your credit, personal or financial standing, and/or employment. Upon our request, you agree to provide us with your current financial information. You also authorize us to report information about your Account to consumer (credit) reporting agencies, and share your credit experience, including information on late payments, missed payments, or other defaults on your Account, with consumer reporting agencies, creditors and any others. This information may be reflected in your credit report.

18. **Contacting You:** You expressly authorize us, our affiliates, our agents, and any independent contractors we hire to contact you in person or by using an automated device or prerecorded messaging system or any other way at any telephone number or other electronic device or devices we or our affiliates or agents believe will or may connect us/them with you including, but not limited to (1) cell phone numbers you have given to us or we may acquire by any other means, (2) text messaging, (3) email, or (4) facsimile.
19. **Joint and Several Liability:** Each person who signs the Account application, or who otherwise requests a Card, shall be jointly and severally liable for all loans, purchases, advances and balance transfers made on the Account whether by Card, Check or otherwise.
20. **Lost/Stolen Cards or Checks:** When you discover that any Card or Check is lost, stolen or used in an unauthorized manner, you agree to notify us *immediately* upon such discovery:
- in writing: at Bankcard Center, P.O. Box 1580, Roanoke, VA 24007-1580; or
  - by telephone: at 1.800.763.0356.
- You agree to cooperate with us completely in our attempts to recover from unauthorized Card or Check users and to assist in the prosecution of such persons. You will not be liable for any unauthorized use that occurs if you notify us promptly, either orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00. Furthermore, your liability will not exceed the following:
- **MasterCard Card:** \$0 if you report the Card lost or stolen, have exercised reasonable care in using the Card, have reported no more than two occurrences of unauthorized Card use in the last 12 months, and your account is in good standing.
  - **Visa Card:** \$0 if you report the Card lost or stolen for all transactions made over the Visa network.
21. **Cancellation:** You may cancel this Agreement at any time by notifying us in writing and returning to us any and all Cards and/or Checks we have provided to you. We may also cancel this Agreement at any time without notice except when prohibited by law. In either case, you must continue to pay all amounts you owe on your Account in accordance with the terms contained in this Agreement.
22. **Notices and Statements:** Any notice or Statements we mail to the address we have for you as shown in our records for this Account shall be considered to have been given and received by you.
23. **Governing Law:** This Agreement and your Account is governed by federal law and, to the extent permitted, by the laws of the State of North Carolina (even if you are not a resident of North Carolina) in all respects, whether in contract or in tort, including matters of construction, validity and performance and matters relating to terms, rates, fees and charges, but without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another jurisdiction. You agree that, to the extent allowed by law, we may change the designation of the state whose law governs this Agreement. You acknowledge that your Account was approved in the State of North Carolina.

## FEDERAL CONSUMER PROTECTION ACT DISCLOSURE YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. “You” and “your” mean the cardholder; “we”, “our” and “us” mean First-Citizens Bank & Trust Company.

### WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us as soon as possible on a separate sheet of paper at the address shown on the first page of your statement following the words “Send Inquiries and Correspondence to:” In your letter, give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error; and
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

If you want us to stop payment on the amount you think is wrong, you must contact us:

- Within 60 days after the error appeared on your statement, and
- At least three (3) business days before an automated payment is scheduled.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.